

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SIMON T. HAYNES,

Plaintiff,

vs.

EXPERIAN INFORMATION SOLUTIONS,  
INC.; TRANS UNION, LLC; EQUIFAX  
INFORMATION SERVICES, LLC., and  
CHASE HOME FINANCE, LLC.,

Defendants.

Case No. 2:11-cv-00745-GBW-LAM

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**ANSWER OF DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC. TO  
PLAINTIFF SIMON T. HAYNES'S COMPLAINT**

Defendant Experian Information Solutions, Inc. ("Experian"), by its attorneys, for itself and no other party, hereby answers the Complaint of Plaintiff Simon T. Haynes ("Plaintiff") upon information and belief as follows:

**INTRODUCTION**

1. In response to paragraph 1 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 1 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 1 of the Complaint.

**JURISDICTION**

2. In response to Paragraph 2 of the Complaint, Experian admits that Plaintiff has claimed federal jurisdiction pursuant to 15 U.S.C. Section 1681(p) and under 28 U.S.C. §§ 1331, 1337. Experian states that these are legal conclusions not subject to denial or

admission.

### **PARTIES**

3. In response to Paragraph 3 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

4. In response to Paragraph 4 of the Complaint, Experian admits that it is a consumer credit reporting agency as defined by 15 U.S.C. § 1681a(f). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 4 of the Complaint.

5. In response to Paragraph 5 of the Complaint, Experian admits that defendant Trans Union, LLC is a consumer credit reporting agency as defined by 15 U.S.C. § 1681a(f). As to the remaining allegations in Paragraph 5, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

6. In response to Paragraph 6 of the Complaint, Experian admits that defendant Equifax Information Services, Inc. is a consumer credit reporting agency as defined by 15 U.S.C. § 1681a(f). As to the remaining allegations in Paragraph 6, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein..

7. In response to Paragraph 7 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

## FACTS

8. In response to Paragraph 8 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

9. In response to Paragraph 9 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

10. In response to Paragraph 11 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

11. In response to Paragraph 11 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

12. In response to Paragraph 12 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

13. In response to Paragraph 13 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

14. In response to Paragraph 14 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

15. In response to Paragraph 15 of the Complaint, Experian does not have

knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

16. In response to Paragraph 16 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

17. In response to Paragraph 17 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

18. In response to Paragraph 18 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

**MR. HAYNES DISPUTES THE CREDIT REPORT WITH EQUIFAX**

19. In response to Paragraph 19 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

20. In response to Paragraph 20 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

21. In response to Paragraph 21 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

22. In response to Paragraph 22 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on

that basis, denies, generally and specifically, each and every averment contained therein.

23. In response to Paragraph 23 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

24. In response to Paragraph 24 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

25. In response to Paragraph 25 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

26. In response to Paragraph 26 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

**MR. HAYNES DISPUTES THE CREDIT REPORT WITH EXPERIAN**

27. In response to Paragraph 27 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

28. In response to Paragraph 28 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

29. In response to Paragraph 29 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

30. In response to Paragraph 30 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

31. In response to Paragraph 31 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

32. In response to Paragraph 32 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

33. In response to Paragraph 33 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

34. In response to Paragraph 34 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

35. In response to Paragraph 35 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

36. In response to Paragraph 36 of the Complaint, Experian generally and specifically denies each and every allegation contained therein.

**MR. HAYNES DISPUTES THE CREDIT REPORT WITH TRANS UNION**

37. In response to Paragraph 37 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on

that basis, denies, generally and specifically, each and every averment contained therein.

38. In response to Paragraph 38 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

39. In response to Paragraph 39 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

40. In response to Paragraph 40 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

41. In response to Paragraph 41 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

42. In response to Paragraph 42 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

43. In response to Paragraph 43 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

44. In response to Paragraph 44 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

45. In response to Paragraph 45 of the Complaint, Experian does not have

knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

**CHASE'S ROLE IN THE INACCURATE CREDIT REPORTING**

46. In response to Paragraph 46 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

47. In response to Paragraph 47 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

48. In response to Paragraph 48 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 48 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 48 of the Complaint.

49. In response to Paragraph 49 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 49 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 49 of the Complaint.

50. In response to Paragraph 50 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the



allegations in paragraph 50 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 50 of the Complaint.

51. In response to Paragraph 51 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 51 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 51 of the Complaint.

52. In response to Paragraph 52 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 52 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 52 of the Complaint.

**FIRST CLAIM FOR RELIEF: VIOLATIONS OF THE FCRA BY CHASE**

53. In response to Paragraph 53 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

54. In response to Paragraph 54 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

55. In response to Paragraph 55 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

56. In response to Paragraph 56 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

57. In response to Paragraph 57 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

58. In response to Paragraph 58 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

**SECOND CLAIM FOR RELIEF: VIOLATIONS OF THE FCRA BY TRANS UNION,  
EQUIFAX AND EXPERIAN**

59. In response to Paragraph 59 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 59 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 59 of the Complaint.

60. In response to Paragraph 60 of the Complaint, Experian generally and specifically denies each and every allegation contained therein, including all subparts, that relates to Experian. As to the allegations in paragraph 60 of the Complaint that relate to other

defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 60 of the Complaint.

61. In response to Paragraph 61 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every averment contained therein.

62. In response to Paragraph 62 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 62 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 62 of the Complaint.

63. In response to Paragraph 63 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 63 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 63 of the Complaint..

### **THIRD CLAIM FOR INJUNCTIVE RELIEF**

64. In response to Paragraph 64 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 64 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and,

on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 64 of the Complaint.

65. In response to Paragraph 65 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 65 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 65 of the Complaint.

66. In response to Paragraph 66 of the Complaint, Experian generally and specifically denies each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 66 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 66 of the Complaint.

## **AFFIRMATIVE DEFENSES**

### **FIRST DEFENSE**

#### **(Failure to State a Claim)**

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or any other relief whatsoever from Experian.

### **SECOND DEFENSE**

#### **(Immunity)**

Plaintiff's claims against Experian are barred by the qualified immunity of 15 U.S.C.

§1681h(e).

**THIRD DEFENSE**

**(Truth/Accuracy of Information)**

Plaintiff's claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

**FOURTH DEFENSE**

**(Indemnification)**

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

**FIFTH DEFENSE**

**(Failure to Mitigate Damages)**

Plaintiff has failed to mitigate his damages.

**SIXTH DEFENSE**

**(Laches)**

The Complaint and each claim for relief therein is barred by laches.

**SEVENTH DEFENSE**

**(Contributory/Comparative Fault)**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff and/or third parties and resulted from Plaintiff's or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

**EIGHTH DEFENSE**

**(Estoppel)**

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

**NINTH DEFENSE**

**(Statute of Limitations)**

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the statute of limitations.

**TENTH DEFENSE**

**(Improper Request for Punitive Damages)**

Plaintiff's Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

**ELEVENTH DEFENSE**

**(Unclean Hands)**

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

**TWELFTH DEFENSE**

**(Independent Intervening Cause)**

Experian alleges upon information and belief that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

**THIRTEENTH DEFENSE**

**(Improper Request for Declaratory Relief)**

Plaintiff's claim for declaratory relief is not authorized, provided for, or allowed under

the Fair Credit Reporting Act, 15 USC §1681 et. seq., (“FCRA”).

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Right to Assert Additional Defenses)**

Experian reserves the right to assert additional affirmative defenses as such time and to such extent as warranted by discovery and the factual developments in this case.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

1. That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
2. For costs of suit and attorneys' fees herein incurred; and
3. For such other and further relief as the Court may deem just and proper.

DATED: September 28, 2011

Respectfully submitted,

KELEHER & MCLEOD, PA

By: /s/Ben Feuchter

Ben Feuchter, Esq.

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Albuquerque, NM 87103

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*Attorneys for Defendant EXPERIAN  
INFORMATION SOLUTIONS, INC.*

I HEREBY CERTIFY that on September 28, 2011, I filed the foregoing electronically through the CM/ECF system, which caused all parties of record be served by electronic means as more fully reflected on the Notice of Electronic Filing.

/s/ Benjamin F. Feuchter

Benjamin F. Feuchter

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